

Infrastructure as a Service - Service Demarcation Levels

Windows IaaS Environments	Included								Enhanced Service (Optional)			Customer Responsibility
IaaS Service Service Management:	Build	Deploy	Configure				Operate		Operate			
			Moves	Adds	Changes	Monitor	Patch	Protect	Monitor	Patch	Restore	
Physical Infrastructure Platform (Data Centres, Compute, Storage & Networking)	Inclusive of Infrastructure as a Service (IaaS)								Operating System Environment			Operate, Manage and Protect application-layer configurations and data within vDC VMs
Virtual Data Centre (vDC)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
vDC Networking (Routing & NSX ESG)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
vDC Internet Bandwidth	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Monitoring and Patching (NCentral Customer portal)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Backup as a Service Portal (Commvault)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Platfrom Edge Security (Palo Alto)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Operating System Environment (OSE)	Y	Y	Y	Y	Y	N	N	N	Y	Y	Y	
Optional Services												
Dedicated Security Appliance (Palo Alto)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Dedicated P2MP Ethernet (National / International)	Y	Y	Y	Y	Y	N	N	N	N	N	Y	

Debian Linux IaaS Environments	Included								Enhanced Service (Optional)			Customer Responsibility
IaaS Service Service Management:	Build	Deploy	Configure				Operate		Operate			
			Moves	Adds	Changes	Monitor	Patch	Protect	Monitor	Patch	Restore	
Physical Infrastructure Platform (Data Centres, Compute, Storage & Networking)	Inclusive of Infrastructure as a Service (IaaS)								Operating System Environment			Operate, Manage and Protect application-layer configurations and data within vDC VMs
Virtual Data Centre (vDC)	Y	Y	Y	Y	Y	N	N	N	Y	Y	Y	
vDC Networking (Routing & NSX ESG)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
vDC Internet Bandwidth	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Monitoring and Patching (NCentral Customer portal)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Backup as a Service Portal (Commvault)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Platform Edge Security (Palo Alto)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Operating System Environment (OSE)	Y	Y	Y	Y	Y	N	N	N	N	N	N	
Optional Services												
Dedicated Security Appliance (Palo Alto)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Dedicated P2MP Ethernet (National / International)	Y	Y	Y	Y	Y	N	N	N	N	N	Y	



**Manx Telecom Enterprise Solutions & Services
Managed Technology Cloud & Workspace
Service Description**

A large circular graphic in the bottom half of the page. It features a bright white light source in the lower-left quadrant, from which several sharp, white light rays emanate, spreading across the circle. The background within the circle is a deep blue, with some lighter blue, wispy cloud-like patterns. The overall effect is one of high-tech or digital connectivity.

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Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

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Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

THIS AGREEMENT is made on Month, Day, Year

BETWEEN:

1. **Manx Telecom Trading Limited** a company incorporated in the Isle of Man, (Registered No. 005629V) whose registered office is at Isle of Man Business Park, Cooil Road, Braddan, Isle of Man, IM99 1HX ("**MT**") (which expression shall be deemed to mean and include its successors and permitted assigns); and
2. _____ a company incorporated in the Isle of Man, (Registered No. _____) whose registered office is _____ ("**the Customer**") (which expression shall be deemed to mean and include its successors and permitted assigns).

Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

Confidentiality statement

The entire contents of this document are confidential and proprietary to Manx Telecom Trading Ltd. This document is submitted by Manx Telecom Trading Ltd on the condition that the information contained herein is not disclosed to any third party without the written consent Manx Telecom Trading Ltd.

By receiving this document, the Customer further agrees not to disclose the contents hereof internally other than to those of its agents, principals, representatives, consultants or employees who need to know these contents for the purposes of the Customers evaluation of the document. The Customer agrees to inform such persons of the confidential nature of the contents hereof and to obtain their agreement to preserve the confidentiality hereof to the same extent as Customer. The Customer further agrees to treat the confidential information contained herein with at least the same level of care as it takes with respect to its own confidential information, but in no event with less than reasonable care.

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For the avoidance of doubt, all contracts will be governed by Manx Law.

Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

1 Managed Technology Cloud and Workspace

1.1 Managed Services

Managed Services are provided as additional management capabilities to the Infrastructure (IAAS) and Desktop (DAAS) 'as a service' offerings. Table 1.1.1 below details the range of services subscribers of IAAS and / or DAAS can opt in to:

Table 1.1.1

	Build	Deploy	Configure			Operate			Remove
Managed Service Options*:			Moves	Adds	Changes	Monitor	Patch	Protect	
Infrastructure Platform	Inclusive of Infrastructure as a Service								
Virtual Data Centre (VDC) Including: - Virtual Networking & Security - Virtual Workloads (VM) - VM Backup & Recovery	Y	Y	Y			Y			Y
Operating System Environment (OSE) Including: OSE Backup & Recovery	Y	Y	Y			Y			Y
Microsoft Applications including: - Desktop Workload Applications - Server Workload Applications - Server Application Backup & Recovery	Basic (Y)		Advanced (Y)						

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1.2 Subscribed to Managed Services

This agreement applies only to the specific services and resources that the customer has opted to subscribe to as detailed in Table 1.2.1

Table 1.2.1

Managed Service:	Subscribed to:	Term (months):
Virtual Infrastructure Platform		
Virtual Data Centre (VDC)		
Virtual Networking & Security		
VM Backup & Recovery		
Operating System Environment		
OSE Data Backup & Recovery		
Microsoft Applications		
Desktop Workload Applications		
Server Workload Applications		
Server Application Backup & Recovery		

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1.3 Shared Management Function Matrix

Subscription to Managed Services removes certain management functions from the Customer, which are now under management control of MT. Management functions transferred to MT are detailed in table 1.3.1

Table 1.3.1

	Virtual Workloads (VM) Management Functions														
	Monitor				Manage					Change					
Access to:	Console Access	Workload Performance	VDC Capacity	VROPS Monitoring	Power off VM	Suspend VM	Reboot VM	Take Snapshot	Delete Snapshot	Create Virtual Machine Template	Clone / Create from Template virtual machine or vmdk	Change Resources (CPU / RAM / DISK)	Move VM to different Host / Storage	Restore Virtual Machine from Offline Backup	Remove Virtual Machine
MT	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Customer	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N
Change Management Priority*										5	4	1-3	1-3	1-3	1-3

1.4 Managed Services Roles and Responsibilities

Owner	Responsibility
(Management of Service: Normal Operation) MT will:	Provide Customer with: - Service handbook upon service initiation of service detailing contacts and support procedure's and processes - Recommendations which ensure optimal security, performance and availability of the services - Notifications of patches and updates within appropriate timescales - Relevant or Requested (within reason) information relating to the operation of the service - Notifications of vulnerability and installation of any required patches - Access to Tools & Portal to Monitor & Manage Virtual Workloads including: - Virtual workload console access - Virtual workload performance information - Power On / Off & Suspend Virtual Machines - Take & Delete Virtual Workload Snapshots
(Management of Service: Degraded or Down) MT will:	Provide Customer with: - Incident Management to restore the service if an incident occurs in the virtual workload - Following resolution of a critical or major incident Manx Telecom will send a report summarising the actions taken - Immediate information pertaining to the nature of the event
MT will not:	Provide Customer with: - Access to tools & portal to Configure Virtual workloads including: - Creation of virtual Machines - Deletion of Virtual Machines - Re-configuration of resources - Operating System or Application Licensing (unless explicitly stated)
Customer	Customer will: - Participate in the Change Management process - Report any service degradation or failure - Provide a Security Access List of Authorised Personnel to MT - Not modify the virtual network, or workload components without Manx Telecom's written consent nor to permit a third party to do so

Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

1.5 Managed Services Roles and Responsibilities – Backup and Recovery

Owner	Responsibility
(Management of Service) MT will:	Provide Customer with: • Installation & Configuration of Backup Agents & backup media to allow backup of backup services that are subscribed to (as per table 1.2.1) • Maintain backup schedule policies • Maintain backup retention policies (In accordance with section 2.5 of this document) • Securely store backup media (When stored on or near-line all backup data will be encrypted) • Inform the Customer of 2 or more consecutive unsuccessful backup schedules • Restoration of data
(Management of Service) Manx Telecom will not:	Provide Customer with: • Access to tools & portal to configure backups • Data which exceeds the time stated in the retention policy
Customer will:	Provide MT with: • Authorisation to install & configure backup agents • Subscribe to adequate backup capacity to the nearest 100GB of requirements

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2 Service Levels (Managed Services)

2.1 Managed Services Incident Response

Priority		Acknowledge		Respond			Recover* (Service restored to operational state)		Resolve** (Permanent resolution)	
	Description	Target	Actions	Target	Hours of operation	Response Actions within Target	Target	Recover Actions within Target (status / Impact)	Target	Resolve Actions within Target (status / Impact)
1 – Critical Category A	Service Down	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+1 hour	8*5	Incident Diagnosis Recovery action plan	+1 hour	Recovery State Degraded / None	+7 working days	Recovery State UP / None
1 – Critical Category B	Service Down	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+2 hours	24*7	Incident Diagnosis Recovery action plan	+2 hours	Recovery State Degraded / None	+7 working days	Recovery State Degraded / Up
2- Major	Service degraded	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+4 hours	8*7	Incident Diagnosis Recovery action plan	+NBD	Recovery State Degraded / None	+14 working days	Recovery State Degraded / Up
3 – Minor	Service degraded	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+NBD***	8*5	Incident Diagnosis Recovery action plan	+NBD	Recovery State Degraded / Up	+30 working days	Recovery State Degraded / Up
4***** – No Impact	Service Up	NBD	Customer Notification of Ticket logged & Service Ticket #	+ 2 Days	8*5	Not applicable				

*Service is restored to operational state, if a permanent resolution is applied, incident will be closed as completed.

**Whereas Manx Telecom endeavour to resolve most incidents within the 'Recover' timeframe, permanent resolution may require 3rd party's involvement or longer-term analysis to identify the root cause of the incident and a permanent resolution applied

*** Next Business Day is classed as Mon – Fri 9am – 6pm (*Excluding Bank Holidays*)

*****Priority 4 is applied for any related request to the service where service assurance is not impacted, for example request for information. Based on the request any work may be chargeable or subject to a Statement of Works

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2.2 Change Management

Priority		Acknowledge		Authorise			Implement		Review	
	Description	Target	Actions	Target	Hours of operation	Response Actions within Target	Target	Recover Actions within Target	Target	Resolve Actions within Target
1 - Critical	Service Down	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+2 hours	24*7	Change Request Reviewed Emergency CAB Submission	+2 hours	Change applied	+7 working days	Evaluate Change Close Change
2- Major	Service degraded	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+4 hours	8*7	Change Request Reviewed Emergency CAB Submission	+NBD	Change applied	+14 working days	Evaluate Change Close Change
3 - Minor	Service degraded	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+NBD	8*5	Change Request Reviewed Standard CAB Submission	+NBD	Change applied	+30 working days	Evaluate Change Close Change
4 Standard – (non-complex*)	Change Request within scope of Contract	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	Not Applicable			Within 1 Working Day	Change applied	Not Applicable	
5 Standard – (complex**)	Change Request within scope of Contract	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	Not Applicable			Within 3 Working Days	Change applied	Not Applicable	
6 Standard – (project***)	Change Request within scope of Contract	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	Not Applicable			Within 7 Working Days	Change applied	Not Applicable	
6 – Non-Standard	Change Request not within scope of Contract	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	5 working days	8*5	Statement of Works & Associated costs	N/A	N/A	N/A	N/A

*Change requests acknowledged pre-midday will be implemented within same working day, post-midday will be implemented by midday next business day.

**Complexity is defined by the agreed level of effort (LOE) to complete change, where LOE is determined to be greater than 2 hours but less than 4 hours or out of hours (less than 4 hours) is required to implement request will be categorised as complex.

*** where LOE is determined to be greater than 4 hours but less than 8 hours, or out of hours LOE is greater than 4 hours but less than 8 hours to implement the request, will be categorised as a project category.

Any request where the LOE is determined to be greater than 8 hours will require a statement of works and categorised as Non-standard.

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2.3 Release Management

Classification	Risk		Priority	Remediation
	Impact	Likelihood		
Service Integrity (security or availability) at risk	High	High	1 (Critical)	48 Hours of notification of Patch Release
	Medium	Medium	2 (Major)	5 working Days of notification of Patch Release
	Low	Low	3 (Minor)	Next Scheduled Maintenance window
Feature or Performance enhancement	None	none	Not Classified	Next Scheduled Maintenance window

2.4 Capacity Management

Priority	Thresholds	Resolution Actions
Critical	>99% of Max	Incident Priority 1 (Critical)
Major	>95% of Max	Incident Priority 2 (Major)
Minor	>90% of Max	Incident Priority 3 (Minor)

2.5 Backup Retention

Schedule	Retention Policy	Data Retention
Daily	90 Days	3 months' worth of historic data
Monthly	1 Year	12 months' worth of historic data
Yearly	2 Years	24 months' worth of historic data
Quarterly	7 Years	84 months' worth of historic data

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3 Key Performance Indicators and Service Credits

3.1 Incidents and Changes

Table 3.1.1

KPI's	
Metric	Measure
1. Performance 1a. Critical Incident (Any Category) Recovered	100% of Incidents recovered within SLA
2. Performance 2a. Critical Changes Implemented	100% of Changes Implemented within SLA

Table 3.1.2

Service Rating Description	Measure	Penalty Credit %age of monthly service fee	Escalated to within Manx Telecom
5 Stars *****	Considered as Normal Service	0%	
4 Stars ****	Failure to meet one or more KPI Targets within one consecutive months	25%	Head of Customer Technology Services
3 Stars ***	Failure to meet one or more KPI Targets within two consecutive months	50%	Chief Operating Officer
2 Stars **	Failure to meet one or more KPI Targets within three consecutive months	75%	Chief Executive Officer
1 Star *	Failure to meet one or more KPI Targets within four consecutive months	100%	Chief Executive Officer

Notes:

- Ratings are calculated per service not collectively.
- Manx Telecom Standard Terms and conditions apply.

Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

3.2 Other Incidents and Changes

Table 3.2.1

KPI's	
Metric	Measure
3. Performance 3a. Major Incident Recovered	90% of Incidents recovered within SLA
4. Performance 4a. Major Changes Implemented	90% of Changes Implemented within SLA
5. Performance 5a. Non- Critical/Major Incident Recovered	80% of Incidents recovered within SLA
6. Performance 6a. Non - Critical /Major Changes Implemented	80% of Changes Implemented within SLA

Table 3.2.2

Service Rating Description	Measure	Penalty Credit %age of monthly service fee	Escalated to within Manx Telecom
5 Stars *****	Considered as Normal Service	0%	
4 Stars ****	Failure to meet one or more KPI Targets within two consecutive months	25%	Head of Customer Technology Services
3 Stars ***	Failure to meet one or more KPI Targets within three consecutive months	50%	Chief Operating Officer
2 Stars **	Failure to meet one or more KPI Targets within four consecutive months	75%	Chief Executive Officer
1 Star *	Failure to meet one or more KPI Targets within five consecutive months	100%	Chief Executive Officer

Notes:

- Ratings are calculated per service not collectively.
- Manx Telecom Standard Terms and conditions apply.

Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

4 Application for Service Credits

In the event Manx Telecom fail to achieve KPI's as detailed in table 3.1, the Customer shall then be entitled to claim a Service Credit equal to a portion of the monthly fee net amount during which the service level commitment has not been abided and pertaining exclusively to the effected Virtual Datacentre only.

Manx Telecoms Service Delivery Manager will ensure an incident report where the KPI has not been achieved is completed and sent to the Customer within thirty (30) days following the incident.

Credits in the form of a discount which will be applied on its next invoice following the monthly period during which the incident occurred.

4.1 Restrictions

Credits shall not be provided to the Customer for events resulting from;

- a) Acts or omissions of Customer and/or its End User or agents;
- b) Failure or malfunction of non-MT equipment or systems;
- c) Any period in which MT is not given access to the Customer Equipment Cabinet or Customer Equipment
- d) Scheduled maintenance as notified from time to time by MT
- e) Customer behaviour or the performance or failure of Customer Equipment, including applications, software or employees or contractors belonging to the Customer or
- f) The Customer not observing MT's Service Level obligations, instructions or procedures in relation to the Virtual Datacentre

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5 Glossary:

(DC) – Datacentre, physical location where infrastructure is hosted

(VDC) – Virtual Datacentre, pooled infrastructure resources (compute, Storage and networking) provided to a subscriber

Incident Management - Recover and restore any service when degraded or down.

Change Management - To implement changes on the network in a controlled manner.

Release Management – Ensure infrastructure is updated and supportable

Capacity Management – Manage requirements of business critical systems to ensure resources are available

Backup Retention – Period of time backup data is stored

Manx Telecom Enterprise Solutions & Services Managed Technology Cloud & Workspace Service Description

6 Approval

SIGNED for and on behalf of Customer

SIGNED for and on behalf of MT

.....

.....

Name (print):

Name (print):

Title:.....

Title:.....

Date:

Date.....



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As a Service Cloud & Workspace Service
Description**

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2. **Customer Name** a company incorporated in the Isle of Man, (Registered No.) whose registered office is ("the **Customer**") (which expression shall be deemed to mean and include its successors and permitted assigns).

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1 Infrastructure As a Service (IAAS)

1.1 IAAS Services

vCloud Director & VMware NSX, VMware's service provider edition of the most commonly utilised virtualisation platform vSphere, provides secure and trusted segregation of multiple tenants sharing underlying infrastructure platform. Sub-tenants are provided with an intuitive and familiar management dashboard enabling full management over the resources they have subscribed to and full control over their workloads.

The Customer will be provided the most appropriate version or can select vCloud edition based on the services subscribed too and the requirements of the workloads.

Table 1.1.1

vCloud Edition	Compute	Networking			Monitoring		
	vSphere Enterprise plus	NSX- SP BASE	NSX- SP Advanced	NSX- SP Enterprise	vRealize Log insight (VRLI)	vRealize Operation Enterprise	vCloud Director VvCD)
Standard with Networking	Y		Y				
Standard with Management	Y				Y	Y	
Advanced	Y	Y			Y		Y
Advanced with Networking	Y		Y		Y		Y
Advanced with Management	Y	Y			Y	Y	Y
Advanced with Networking & Management	Y			Y	Y	Y	Y

The Customer via the provided management interfaces can perform the following management functions of the Virtual Workloads hosted within the Virtual Datacentre.

Table 1.1.2*

	Virtual Workloads (VM) Management Functions														
	Monitor				Manage					Change					
Access to:	Console Access	Workload Performance	VDC Capacity	VROPS Monitoring	Power off VM	Suspend VM	Reboot VM	Take Snapshot	Delete Snapshot	Create Virtual Machine Template	Clone / Create from Template virtual machine or vmrk	Change Resources (CPU / RAM / DISK)	Move VM to different Host / Storage	Restore Virtual Machine from Offline Backup	Remove Virtual Machine
Customer	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Manx Telecom Enterprise Solutions & Services As a Service

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2 IAAS Resources

The Infrastructure as a Service platform is fully managed up to the 'Provider Virtual Resource Pool' – this is the pooled virtual resources that are created from the underlying physical hardware. It is the Providers responsibility to ensure all physical hardware is operational and secure and that the 'Provider Resource Pool' can accommodate the sub-tenants resource needs.

Sub-tenants are allocated a 'Virtual Datacentre or VDC' from within the 'Provider Resource Pool' The Sub-tenant manages the resources within the VDC including allocation of Compute and Storage to virtual workloads and the virtual networking to connect within the platform and the interconnect of Virtual workloads to external networks.

The Customer can choose the most appropriate VDC & Storage option aligned to the performance and availability needs of the virtual workloads:

Table 2.2.1

VDC option	Overview	Target VDC Uptime
Federated Virtual Datacentre (FVDC)	Single Logical Virtual Datacentre clustered across platforms located in differing DC's (refer to glossary) – Customers view a single pool of resource which reserves compute & storage resources on both platforms and is dynamically migrated to any available platform. In the event of any outage, resources are migrated to the available platform. This option is suitable for mission critical workloads without inherent application layer replication, or critical workloads where the operator does not necessarily require the overhead or licensing cost of managing OS or application layer clustering.	99.9%
Single Virtual Datacentre (SVDC)	Single Logical Virtual Datacentre clustered platform within a single DC. This option is suitable for workloads which do not require comprehensive Disaster Recovery mitigation capability such as loss of DC facility. Single Virtual Datacentre option provides cost-effective solution for non-mission critical workloads	99.5%
Dual Virtual Datacentre (DVDC)	Multiple Logical Virtual Datacentres hosted on clustered platforms hosted within distance separated DC's. Dual VDC provides Customers with a single pane of management across DC's providing simple and consistent management of available virtual resources and networking utilises. This option is suitable for load-balanced workloads which require the highest level of resiliency providing end-to-end separacy of underlying technology such as web and database applications.	99.5% for each Logical VDC. – Dual VDC option provides Customers with the highest possible uptime when used in conjunction with application layer clustering.

Table 2.2.2

Storage Option	Option Overview	Applies to:		
		FVDC	SVDC	DVDC
Performance (P)	High throughput, high bandwidth environments for performance intensive workloads		Y	Y
Metro Performance (MP)	Seamlessly spans dual datacentres - High throughput, high bandwidth, always on capability	Y		
Capacity (C)	Modest throughput and bandwidth performance for capacity intensive workloads		Y	Y
Replicated Capacity (RC)	Asynchronously replicated capacity between datacentres			Y

Manx Telecom Enterprise Solutions & Services As a Service

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2.1 Subscribed to IAAS Services and Resources

This agreement applies only to the specific services and resources that the customer has opted to subscribe to as detailed in Table 2.1.1

Table 2.1.1

Resource Pools	Description	Storage Option	vCloud Edition	Initial Allocated Resources			Hours of Operation	Uptime KPI (Per Calendar Month)	Minimum Contract Term (months)
				RAM (GB)	CPU (GHZ)	Datastore (GB)			

2.2 Increasing and Decreasing Services and Resources

Table 2.2.1

	Details	Terms
Increasing Resources allocated to Virtual Data Centre (VDC)	Resources can be increased at any time based on priority (as per Change Management) VDC resources are increased based on the following ratio: Compute RAM and CPU Block - 4:1 (minimum block size is 4GB 1GHZ) Data store 100GB	Increasing capacity will incur additional charges The Maximum increase in any month is 25% of current total capacity* Capacity cannot be increased in the last month of contract Resource increases will be allocated next business day from point of acceptance of charges *within contract terms
Decreasing Resources	Virtual Data Centres resources cannot be decreased. To decrease the Customer must request removal of the Virtual Datacentre (removal of the Virtual Datacentre will destroy any workloads stored within.)	Virtual Data Centres cannot be removed within contracted terms. For variable storage requirements use 'Temporary VDC's'
Temporary Virtual Data Centres (VDC)	The Customer can request provision of temporary Virtual Data Centres.	Temporary Virtual Data Centres can be provisioned for a minimum of 1 month (no Maximum) Temporary Virtual Data Centres maximum capacities apply (128GB RAM, 32GHz CPU and 1000GB Data store) Temporary capacity will incur additional charges A maximum of 2 Temporary Virtual Data Centres can be in use at any time

Manx Telecom Enterprise Solutions & Services As a Service

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3 Desktop As a Service (DaaS)

3.1 DAAS Services

Desktop As a Service enables Customers to quickly establish a Virtual Desktop Infrastructure without capital investment in infrastructure. Customers are provided with multiple DAAS consumption models detailed below, all options the Customer is provided with management tools to monitor, manage and configure resources.

Table 3.1.1

Horizon Edition	Inclusive components				Management and Monitoring		
	Vsphere Enterprise for desktop	VDI (Windows OS Desktops only)	RDS Published Applications	Windows Server OS Desktops only	View Manager	vRealize Operation for Horizon	vCenter for Desktop
Horizon DAAS Bundle RDSH Edition	Y		Y	Y			Y
Horizon DAAS Bundle VDI Edition	Y	Y					Y
Horizon STD	Y	Y			Y		Y
Horizon ADV	Y	Y	Y		Y		Y
Horizon ETD	Y	Y	Y		Y	Y	Y

Customer via the provided management interfaces will can perform the following functions of Virtual Workloads hosted within the DAAS Virtual Datacentre.

Table 3.1.2

	Virtual Workloads (VM) Management Functions														
	Monitor				Manage					Change					
Access to:	Console Access	Workload Performance	VDC Capacity	VROPS Monitoring	Power off VM	Suspend VM	Reboot VM	Take Snapshot	Delete Snapshot	Create Virtual Machine Template	Clone / Create from Template virtual machine or vmx	Change Resources (CPU / RAM / DISK)	Move VM to different Host / Storage	Restore Virtual Machine from Offline Backup	Remove Virtual Machine
Customer	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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3.2 DAAS Resources

The Desktop As a Service platform is fully managed up to the 'Provider Virtual Resource Pool' – this is the pooled virtual resources that are created from the underlying physical hardware. It is the Providers responsibility to ensure all physical hardware is operational and secure and that the 'Provider Resource Pool' can accommodate the sub-tenants resource needs.

Sub-tenants are allocated a 'Virtual Datacentre or VDC' from within the 'Provider Resource Pool' The Sub-tenant manages the resources within the VDC including allocation of Compute and Storage to virtual workloads and the virtual networking to connect within the platform and the interconnect of Virtual workloads to external networks.

The Customer can choose the most appropriate VDC & Storage option aligned to the performance and availability needs of the virtual workloads –

Not all resources are available to all services refer to table 3.2.3 for details:

Table 3.2.1

VDC option	Overview	Target VDC Uptime
Federated Virtual Datacentre (FVDC)	Single Logical Virtual Datacentre clustered across platforms located in differing DC's – Customers view a single pool of resource which reserves compute & storage resources on both platforms and is dynamically migrated to any available platform. In the event of any outage resources are migrated to the available platform. This option is suitable for mission critical workloads without inherent application layer replication, or critical workloads where the operator does not necessarily require the overhead or licensing cost of managing OS or application layer clustering.	99.9%
Single Virtual Datacentre (SVDC)	Single Logical Virtual Datacentre clustered platform within a single DC. This option is suitable for workloads which do not require comprehensive Disaster Recovery mitigation capability such as loss of DC facility. Single Virtual Datacentre option provides cost-effective solution for non-mission critical workloads	99.5%
Dual Virtual Datacentre (DVDC)	Multiple Logical Virtual Datacentres hosted on clustered platforms hosted within distance separated DC's. Dual VDC provides Customers with a single pane of management across DC's providing simple and consistent management of available virtual resources and networking utilises. This option is suitable for load-balanced workloads which require the highest level of resiliency providing end-to-end separacy of underlying technology such as web and database applications.	99.5% for each Logical VDC. – Dual VDC option provides Customers with the highest possible uptime when used in conjunction with application layer clustering.

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Table 3.2.2

Storage Option	Option Overview	Applies to:		
		FVDC	SVDC	DVDC
Performance (P)	High throughput, high bandwidth environments for performance intensive workloads		Y	Y
Metro Performance (MP)	Seamlessly spans dual datacentres - High throughput, high bandwidth, always on capability	Y		
Capacity (C)	Modest throughput and bandwidth performance for capacity intensive workloads		Y	Y
Replicated Capacity (RC)	Asynchronously replicated capacity between datacentres			Y

Table 3.2.3

vCloud Edition	Supported Virtual Datacentre (VDC)			
	FVDC	SVDC	DVDC	Future use
Horizon DAAS Bundle RDSH Edition	Y	Y	Y	
Horizon DAAS Bundle VDI Edition	Y	Y	Y	
Horizon STD	Y	Y	Y	
Horizon ADV	Y	Y	Y	
Horizon ETD	Y	Y	Y	

3.3 Subscribed to DAAS Services and Resources

This agreement applies only to the specific services and resources that the customer has opted to subscribe to as detailed in Table 3.3.1

Table 3.3.1

Resource Pools	Description	Storage Option	Horizon Edition	Initial Allocated Resources			Hours of Operation	Uptime KPI (Per Calendar Month)	Minimum Contract Term (months)
				RAM (GB)	CPU (GHZ)	Datastore (GB)			

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3.4 Increasing and Decreasing Resources

Table 3.4.1

	Details	Terms
Increasing Resources allocated to Virtual Data Centre (VDC)	Resources can be increased at any time based on priority (as per Change Management) VDC resources are increased based on the following ratio: Compute RAM & CPU Block - 4:1 (minimum block size is 320GB 80GHZ) Data store 100GB	Increasing capacity will incur additional charges The Maximum increase in any month is 25% of current total capacity* or 1 Compute Block Capacity cannot be increased in the last month of contract Resource increases will be allocated next business day from point of acceptance of charges <i>*within contract terms</i>
Decreasing Resources	Virtual Data Centres resources cannot be decreased. To decrease the Customer must request removal of the Virtual Datacentre (removal of the Virtual Datacentre will destroy any workloads stored within.)	Virtual Data Centres cannot be removed within contracted terms.

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4 Service Levels (As a Service)

4.1 Virtual Datacentre Service Level States

Table 4.1.1

Overview	Service Level Operational State:
Virtual Datacentres (VDC) can reside in two operational States; 'Healthy' and 'Degraded' and one non-operational state; 'Down'. Neither operational state constitutes an impact on the subscriber - <i>All VDC's are provisioned with inherent fault tolerance capability through an over provision of components ensuring failure of any single component does not impact the subscriber's capacity or performance.</i>	Degraded, classed as 'Minimum Operating State' – provision of the subscribed quantity of resource (n) to operate without negatively impacting on capacity or performance. In this state failure of additional components may negatively impact capacity or performance
	Healthy, classed as 'Fully Redundant Operating State' – provision of the subscribed quantity of resource (n) to operate without negative impact on capacity or performance plus additional redundant components ($n+1$). In this state failure of any component changes state from healthy to degraded but does not negatively impact capacity or performance.

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4.2 Virtual Datacentre Incident Response

Table 4.2.1

Priority		Acknowledge		Respond			Recover* (Service restored to operational state)		Resolve** (Permanent resolution)	
	Description	Target	Actions	Target	Hours of operation	Response Actions within Target	Target	Recover Actions within Target (status / Impact)	Target	Resolve Actions within Target (status / Impact)
1 – Critical Category A	Service Down	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+1 hour	8*5	Incident Diagnosis Recovery action plan	+1 hour	Recovery State Degraded / None	+7 working days	Recovery State UP / None
1 – Critical Category B	Service Down	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+2 hours	24*7	Incident Diagnosis Recovery action plan	+2 hours	Recovery State Degraded / None	+7 working days	Recovery State Degraded / Up
2- Major	Service degraded	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+4 hours	8*7	Incident Diagnosis Recovery action plan	+NBD	Recovery State Degraded / None	+14 working days	Recovery State Degraded / Up
3 – Minor	Service degraded	15 Minutes	Customer Notification of Ticket logged & Service Ticket #	+NBD***	8*5	Incident Diagnosis Recovery action plan	+NBD	Recovery State Degraded / Up	+30 working days	Recovery State Degraded / Up
4**** – No Impact	Service Up	NBD	Customer Notification of Ticket logged & Service Ticket #	+ 2 Days	8*5	Not applicable				

*Service is restored to operational state, if a permanent resolution is applied, incident will be closed as completed.

**Whereas Manx Telecom endeavour to resolve most incidents within the 'Recover' timeframe, permanent resolution may require 3rd party's involvement or longer-term analysis to identify the root cause of the incident and a permanent resolution applied

*** Next Business Day is classed as Mon – Fri 9am – 6pm (*Excluding Bank Holidays*)

****Priority 4 is applied for any related request to the service where service assurance is not impacted, for example request for information. Based on the request any work may be chargeable or subject to a Statement of Works

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5 Performance Indicators and Service Credits

5.1 Critical Incidents & VDC Uptime

Table 5.1.1

KPI's	
Metric	Measure
1. Performance 1a. Critical Incident (Any Category) Recovered	100% of Incidents recovered within SLA
2. Uptime 2a. VDC uptime	100% of stated VDC KPI Uptime

Table 5.1.2

Service Rating Description	Measure	Penalty Credit %age of monthly service fee	Escalated to within Manx Telecom
5 Stars *****	Considered as Normal Service	0%	
4 Stars ****	Failure to meet one or more KPI Targets within one consecutive months	25%	Head of Customer Technology Services
3 Stars ***	Failure to meet one or more KPI Targets within two consecutive months	50%	Chief Operating Officer
2 Stars **	Failure to meet one or more KPI Targets within three consecutive months	75%	Chief Executive Officer
1 Star *	Failure to meet one or more KPI Targets within four consecutive months	100%	Chief Executive Officer

Notes:

- Ratings are calculated per service not collectively.
- Manx Telecom Standard Terms and conditions apply.

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5.2 Major and Minor Incidents & VDC Uptime

Table 5.2.1

KPI's	
Metric	Measure
3. Performance 3a. Major Incident Recovered	90% of Incidents recovered within SLA
4. Performance 4a. Minor Incident Recovered	80% of Incidents recovered within SLA

Table 5.2.2

Service Rating Description	Measure	Penalty Credit %age of monthly service fee	Escalated to within Manx Telecom
5 Stars *****	Considered as Normal Service	0%	
4 Stars ****	Failure to meet one or more KPI Targets within two consecutive months	25%	Head of Customer Technology Services
3 Stars ***	Failure to meet one or more KPI Targets within three consecutive months	50%	Chief Operating Officer
2 Stars **	Failure to meet one or more KPI Targets within four consecutive months	75%	Chief Executive Officer
1 Star *	Failure to meet one or more KPI Targets within five consecutive months	100%	Chief Executive Officer

Notes:

- Ratings are calculated per service not collectively.
- Manx Telecom Standard Terms and conditions apply.

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6 Application for Service Credits

In the event Manx Telecom fail to achieve KPI's as detailed in table 5.1, the Customer shall then be entitled to claim a Service Credit equal to a portion of the monthly fee net amount during which the service level commitment has not been abided and pertaining exclusively to the effected Virtual Datacentre only.

Manx Telecoms Service Delivery Manager will ensure an incident report where the KPI has not been achieved is completed and sent to the Customer within thirty (30) days following the incident.

Credits in the form of a discount which will be applied on its next invoice following the monthly period during which the incident occurred.

6.1 Restrictions

Credits shall not be provided to the Customer for events resulting from;

- a) Acts or omissions of Customer and/or its End User or agents;
- b) Failure or malfunction of non-MT equipment or systems;
- c) Any period in which MT is not given access to the Customer Equipment Cabinet or Customer Equipment
- d) Scheduled maintenance as notified from time to time by MT
- e) Customer behaviour or the performance or failure of Customer Equipment, including applications, software or employees or contractors belonging to the Customer or
- f) The Customer not observing MT's Service Level obligations, instructions or procedures in relation to the Virtual Datacentre

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7 Glossary:

(DC) – Datacentre, physical location where infrastructure is hosted

(VDC) – Virtual Datacentre, pooled infrastructure resources (compute, Storage and networking) provided to a subscriber

Incident Management - Recover and restore any service when degraded or down.

Change Management - To implement changes on the network in a controlled manner.

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8 Approval

SIGNED for and on behalf of Customer

SIGNED for and on behalf of MT

.....

.....

Name (print):

Name (print):

Title:.....

Title:.....

Date:

Date.....



manx telecom